

**LAWRENCE C. HERSH**

Attorney at Law

17 Sylvan Street, Suite 102B

Rutherford, NJ 07070

(201) 507-6300

*Attorney for Plaintiff, and all others similarly situated*

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

_____	X
	:
SCOTT MADLINGER, on behalf of himself and	:
all others similarly situated,	:
	:
Plaintiff,	: Civil Action No.
	:
vs.	: <b>CLASS ACTION COMPLAINT AND</b>
	: <b>JURY TRIAL DEMAND</b>
TRUEACCORD CORP.,	:
	:
Defendant.	:
	:
_____	X

Plaintiff SCOTT MADLINGER (hereinafter "Plaintiff"), on behalf of himself and all others similarly situated, by and through his undersigned attorney, alleges against the above-named Defendant TRUEACCORD CORP. (hereinafter "Defendant"), its employees, agents, and successors, the following:

**PRELIMINARY STATEMENT**

1. Plaintiff brings this action for actual and statutory damages and declaratory and injunctive relief arising from the Defendant's violation of 15 U.S.C. § 1692 *et seq.*, the Fair Debt Collection Practices Act (hereinafter "FDCPA"), which

prohibits debt collectors from engaging in abusive, deceptive and unfair practices.

### **JURISDICTION AND VENUE**

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1331. This is an action for violations of 15 U.S.C. § 1692 *et seq.*

3. Venue is proper in this district under 28 U.S.C. §1391(b) because jurisdiction is not founded solely on diversity of citizenship and Plaintiff resides in this jurisdiction.

### **DEFINITIONS**

4. As used in reference to the FDCPA, the terms “creditor,” “consumer,” “debt,” and “debt collector” are defined in § 803 of the FDCPA and 15 U.S.C. § 1692a.

### **JURY DEMAND**

5. Plaintiff demands a jury trial on all issues.

### **PARTIES**

6. The FDCPA, 15 U.S.C. § 1692 *et seq.*, which prohibits certain debt collection practices provides for the initiation of court proceedings to enjoin violations of the FDCPA and to secure such equitable relief as may be appropriate in each case.

7. Plaintiff is a natural person and resident of Ocean County, in the State of New Jersey, and is a “Consumer” as defined by 15 U.S.C. § 1692a(3).

8. Based upon information and belief defendant TRUEACCORD CORP. (“TRUEACCORD” or “Defendant”) is a Delaware Corporation with its principal place of

business located at 16011 College Blvd., Suite 130 Lenexa, Kansas 66219.

9. Based upon information and belief, Defendant is a company that uses the mail, telephone, email and facsimile and regularly engages in business, the principal purpose of which is to attempt to collect debts alleged to be due another. Defendant is a “Debt Collector” as that term is defined by 15 U.S.C. §1692(a)(6).

### **CLASS ACTION ALLEGATIONS**

10. Plaintiff brings this action as a state wide class action, pursuant to Rule 23 of the Federal Rules of Civil Procedure (hereinafter “FRCP”), on behalf of himself and all New Jersey consumers and their successors in interest (the “Class”), who have received debt collection letters, emails and/or notices from the Defendant which are in violation of the FDCPA, as described in this Complaint.

11. This Action is properly maintained as a class action. The Class consists of:

#### **Class 1**

- All New Jersey consumers who received more than one email in one day from or on behalf of Defendant which attempted to collect a debt.

#### **Class 2**

- All New Jersey consumers who after receiving an initial written communication from or on behalf of Defendant seeking to collect a debt, disputed the debt with Defendant, but Defendant continued to attempt to collect the debt from the consumer prior to validating the debt..

#### **Class 3**

- All New Jersey consumers who requested not to be contacted by Defendant in some or all forms of communication, but Defendant continued to communicate with the consumer contrary to the consumer's request.

**Class 4**

- All New Jersey consumers who were sent an initial debt collection letter by or on behalf of Defendant in substantially the same form as the November 27, 2019 debt collection letter attached as an Exhibit to the Complaint and the collection letter included more than one address for Defendant.

**Class 5**

- All New Jersey consumers who were sent letters, emails and/or notices from Defendant and which included the alleged conduct and practices described herein.
- The Class period begins one year prior to the filing of this Action. The class definition may be subsequently modified or refined.

12. The Class satisfies all the requirements of Rule 23 of the FRCP for maintaining a class action:

- Upon information and belief, the Class is so numerous that joinder of all members is impracticable because there are hundreds and/or thousands of persons who have received debt collection letters and/or

notices from the Defendant that violate specific provisions of the FDCPA. Plaintiff is complaining of a standard form letter, email and/or notice that is sent to hundreds of persons (*See Exhibits attached to the complaint*, except that the undersigned attorney has, in accordance with Fed. R. Civ. P. 5.2 partially redacted the financial account numbers in an effort to protect Plaintiff's privacy);

- There are questions of law and fact which are common to the Class and which predominate over questions affecting any individual Class member. These common questions of law and fact include, without limitation:
  - a. Whether Defendant violated various provisions of the FDCPA.
  - b. Whether Plaintiff and the Class have been injured by the Defendant's conduct;
  - c. Whether Plaintiff and the Class have sustained damages and are entitled to restitution as a result of Defendant's wrongdoing, and if so, what is the proper measure and appropriate statutory formula to be applied in determining such damages and restitution; and
  - d. Whether Plaintiff and the Class are entitled to declaratory and/or injunctive relief.
- Plaintiff's claims are typical of the Class, which all arise from the same operative facts and are based on the same legal theories;

- Plaintiff has no interest adverse or antagonistic to the interest of the other members of the Class;
- Plaintiff will fairly and adequately protect the interest of the Class and has retained experienced and competent attorneys to represent the Class;
- A Class Action is superior to other methods for the fair and efficient adjudication of the claims herein asserted. Plaintiff anticipates that no unusual difficulties are likely to be encountered in the management of this class action;
- A Class Action will permit large numbers of similarly situated persons to prosecute their common claims in a single forum simultaneously and without the duplication of effort and expense that numerous individual actions would engender. Class treatment will also permit the adjudication of relatively small claims by many Class members who could not otherwise afford to seek legal redress for the wrongs complained of herein. Absent a Class Action, class members will continue to suffer losses of statutory protected rights as well as monetary damages. If the Defendant's conduct is allowed to proceed without remedy it will continue to reap and retain the proceeds of its ill-gotten gains;
- Defendant has acted on grounds generally applicable to the entire Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

### **STATEMENT OF FACTS**

13. Plaintiff is at all times relevant to this lawsuit, a "consumer" as that term is defined by 15 U.S.C. §1692a(3).

14. Defendant collects and attempts to collect debts incurred or alleged to have been incurred for personal, family or household purposes on behalf of creditors using the United States Postal Service, telephone and/or the Internet.

15. Defendant is a "debt collector" as defined by 15 U.S.C. §1692a(6).

16. Sometime prior to November 27, 2019, Plaintiff allegedly incurred a financial obligation to American Express ("Amex") related to an American Express Credit Card Account. ("the Debt").

17. The Debt arose out of a transaction in which money, property, insurance or services, which are the subject of the transaction, are primarily for personal, family or household purposes.

18. The Debt is a "debt" as defined by 15 U.S.C. § 1692a(5).

19. Amex is a "creditor" as defined by 15 U.S.C. § 1692a(4).

20. Sometime prior to November 27, 2019, Amex either directly or through intermediate transactions assigned, placed or transferred the Debt to Defendant for collection.

21. At the time the Debt was assigned, placed or transferred to Defendant, the Debt was in default.

22. Defendant caused to be delivered to Plaintiff an email dated November 27, 2019 at 2:56 p.m. concerning the alleged Debt, which sought to collect an amount owed of \$2719.77. This email was Defendant's first written communication to Plaintiff.

Attached as **Exhibit A** is a copy of the first November 27, 2019 collection email.

23. Also, on November 27, 2019 at 4:52 p.m., Plaintiff received a second email from Defendant. Attached as **Exhibit B** is a copy of the second November 27, 2019 email.

24. Subsequently, Plaintiff also received a collection letter dated November 27, 2019, which also included the debt verification notice provided for by section 1692g of the FDCPA. A copy of the debt verification letter is attached as **Exhibit C**.

25. On November 27, 2019, after receiving Defendant's first email, Plaintiff exercised his right to verify the debt and sent Defendant a debt validation letter by certified mail, return receipt. A copy of the debt validation letter is attached as **Exhibit D**.

26. The November 27, 2019 debt validation letter that Plaintiff sent to Defendant indicated that Defendant should not contact Plaintiff either by email or telephone.

27. On December 1, 2019, Plaintiff received a collection email from Defendant. The December 1, 2019 email was sent and received by Plaintiff on a Sunday, an inconvenient time.

28. On December 3, 2019, Defendant received Plaintiff's debt validation letter. A copy showing Defendant's receipt of the letter is attached as **Exhibit E**.

29. On December 5, 2019, Plaintiff received an email from Defendant at 6:31 p.m. Approximately 30 minutes after receiving the first email, Plaintiff received a second email from Defendant on December 5, 2019 at 7:02 p.m. Both of these emails sought to collect the Debt, even though Defendant had not yet validated the Debt pursuant to



Plaintiff's November 27, 2019 debt validation letter. Further, these emails were sent by Defendant even after Plaintiff indicated in his November 27 letter that he did not wish to be contacted by email.

30. On December 10, 2019, Plaintiff received another email from Defendant attempting to collect the Debt even though Defendant had not yet validated the Debt. This email was also sent by Defendant even after Plaintiff indicated in his November 27 letter that he did not wish to be contacted by email.

31. On December 13, 2019, Plaintiff received another email from Defendant seeking to collect the Debt even though Defendant had not yet validated the Debt. This email was sent by Defendant even after Plaintiff indicated in his November 27 letter that he did not wish to be contacted by email.

32. On December 17, 2019, Plaintiff received still another email from Defendant, seeking to collect the Debt even though Defendant had not yet validated the Debt. This email was sent by Defendant even after Plaintiff indicated in his November 27 letter that he did not wish to be contacted by email.

33. On December 21, 2019, Plaintiff received yet another email from Defendant, seeking to collect the Debt even though Defendant had not yet validated the Debt. This email was sent by Defendant even after Plaintiff indicated in his November 27 letter that he did not wish to be contacted by email. This email was also received by Plaintiff on a Saturday, an inconvenient time.

34. Copies of the emails referenced in paragraphs 27 to 33 are attached as **Exhibit F**.

35. The November 27, 2019 collection letter included language that appeared

to comply with the debt validation language of 1692g(a). The first page of the collection letter included Defendant's address as:

303 2<sup>ND</sup> ST STE S750 SOUTH  
SAN FRANCISCO, CA 94107-2543

However, the 2<sup>nd</sup> page of the collection letter included the following address for Defendant:

16011 College Blvd., Suite 130  
Lenexa, KS 66219

36. Upon receiving the November 27, 2019 collection letter, the least sophisticated consumer would be confused and not know whether to send the debt validation letter to the California or the Kansas address.

37. The collection letter and emails were sent or caused to be sent by a person employed by Defendant as a "debt collector" as defined by 15 U.S.C. § 1692a(6).

38. The collection letter and emails were each a "communication" as defined by 15 U.S.C. § 1692a(2).

39. Plaintiff suffered injury in fact by being subjected to the unfair and abusive practices of Defendant.

40. Plaintiff suffered actual harm by being the target of Defendant's misleading debt collection communications.

41. Defendant violated Plaintiff's rights not to be the target of misleading debt collection communications.

42. Defendant violated Plaintiff's right to a trustful and fair debt collection process.

43. Under the FDCPA, Plaintiff had the right to receive certain information

from Defendant regarding his or her rights under the FDCPA.

44. Defendant's communications were designed to cause Plaintiff to suffer a harmful disadvantage in charting a course of action in response to Defendant's collection efforts.

45. Defendant's collection letters provided confusing and incorrect information caused Plaintiff a concrete injury in that Plaintiff was deprived of her right to receive accurate and trustworthy information regarding her rights under the FDCPA.

46. Defendant's communications were designed to cause Plaintiff to suffer a harmful disadvantage in charting a course of action in response to Defendant's collection efforts.

47. The FDCPA ensures that consumers are fully and truthfully apprised of the facts and of their rights, the act enables them to understand, make informed decisions about, and participate fully and meaningfully in the debt collection process. The purpose of the FDCPA is to provide information that helps consumers to choose intelligently. The Defendant's false representations misled the Plaintiff in a manner that deprived Plaintiff of his or her right to enjoy these benefits.

48. As a result of Defendant's conduct, Plaintiff suffered an actual, concrete injury as a result of Defendant's failure to provide Plaintiff information required under the FDCPA.

49. Plaintiff's receipt of a collection letter which provided incorrect, incomplete and confusing information constitutes a concrete injury.

50. The failure of Defendant to provide correct information impeded Plaintiff's ability to make a well-reasoned decision.

51. Defendant's failure to provide accurate information injured Plaintiff in that it impacted her ability to decide on how to proceed with respect to the matter – will he hire an attorney, represent himself, payoff the debt, engage in a payment plan, file for bankruptcy, etc.

52. The deceptive communication additionally violated the FDCPA since it frustrated Plaintiff's ability to intelligently choose his or her response.

**POLICIES AND PRACTICES COMPLAINED OF**

53. It is Defendant's policy and practice to send written collection communications, in the form annexed hereto as **Exhibits**, which violate the FDCPA, by *inter alia*:

- (a) Using false, deceptive or misleading representations or means in connection with the collection of a debt;
- (b) By making false representations of the character or legal status of a debt; and
- (c) Using unfair or unconscionable means to collect or attempt to collect any debt.

54. On information and belief, Defendant sent written communications, in the form annexed hereto as Exhibits to at least 30 natural persons in the State of New Jersey.

**COUNT I**

**FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. §1692  
VIOLATIONS**

55. Plaintiff repeats the allegations contained in paragraphs 1 through 54 as if the same were set forth at length.

56. Defendant violated 15 U.S.C. §1692 et seq. of the FDCPA in connection with its collection attempts against Plaintiff and others similarly situated.

57. By sending a collection letter and/or emails, the same as or substantially similar to the attached exhibits, Defendant violated:

- A. 15 U.S.C. §1692c(a)(1) of the FDCPA by communicating with Plaintiff at an unusual and/or inconvenient time by sending emails on Saturday and/or Sunday;
- B. 15 U.S.C. §1692c(c) of the FDCPA by failing to cease communication with Plaintiff via email even after Plaintiff informed Defendant not to contact him by email;
- C. 15 U.S.C. §1692d of the FDCPA by sending two emails in less than a one hour period and/or contacting Plaintiff more than once a week via email.
- D. 15 U.S.C. §1692e, by using a false, deceptive or misleading representation or means in connection with the collection of any debt;
- E. 15 U.S.C. § 1692e(10) by using a false representation or deceptive means to collect or attempt to collect a debt from Plaintiff;
- F. 15 U.S.C. §1692f by using unfair or unconscionable means to collect or attempt to collect any debt; ,
- G. 15 U.S.C. §1692g(a) by failing to effectively convey Plaintiff's debt validation rights since the debt collection letter included addresses for Defendant in two different locations.

H. 15 U.S.C. §1692g(b) by engaging in collection activities and communications which overshadow or are inconsistent with the consumer's rights after Plaintiff disputed the debt.

**WHEREFORE**, Plaintiff, on behalf of himself and others similarly situated, demands judgment against Defendant as follows:

- (a) Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative and attorney Lawrence Hersh, Esq., as Class Counsel;
- (b) Awarding Plaintiff and the Class maximum statutory damages;
- (d) Awarding pre-judgment interest;
- (e) Awarding post-judgment interest;
- (f) Awarding reasonable attorneys' fees, costs and expenses; and
- (g) Awarding Plaintiff and the Class such other and further relief as the Court may deem just and proper.

Dated: Rutherford, New Jersey  
November 26, 2020

Respectfully submitted,

By: s/ Lawrence C. Hersh  
Lawrence C. Hersh, Esq.  
17 Sylvan Street, Suite 102B  
Rutherford, NJ 07070  
(201) 507-6300  
*Attorney for Plaintiff*

**CERTIFICATION PURSUANT TO LOCAL RULE 11.2**

I, Lawrence C. Hersh, the undersigned attorney of record for Plaintiff, do hereby certify to my own knowledge and based upon information available to me at my office, the matter in controversy is not the subject of any other action now pending in any court or in any arbitration or administrative proceeding.

Dated: November 26, 2020

By: s/ Lawrence C. Hersh  
Lawrence C. Hersh, Esq

EXHIBIT A





Scott &lt;[REDACTED]@gmail.com&gt;

## A quick introduction to your account

Charlie Maxwell <charlie@hello.trueaccord.com>  
Reply-To: support@hello.trueaccord.com  
To: Scott Madlinger <[REDACTED]@gmail.com>

Wed, Nov 27, 2019 at 2:56 PM

[Learn more.](#)

This is an important message for Scott Madlinger. If you are not this person, please disregard and delete it.  
Email not displaying correctly? Skip to our message.

Check out your options on our website.

Scott, we're writing in regards to your outstanding balance of \$2,719.77 with American Express.

In addition to this introductory email, we mailed you a letter regarding this account. We'd like to begin working with you to resolve this balance.

Take the first step and click on the button to learn more about your options.

[View Your Options](#)

We are TrueAccord, a collection agency collecting on behalf of American Express on your American Express® card account ending in 1002.

Your outstanding balance: \$2719.77.

Unless you notify this office within thirty days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such verification or judgment. Upon your written request within the thirty-day period after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.



2/10/2020

Gmail - A quick introduction to your account

Case 3:20-cv-17281-FLW-ZNQ Document 1 Filed 11/26/20 Page 18 of 38 PageID: 18

16011 College Blvd, Suite 130, Lenexa, KS 66219

1-866-611-2731

Office Hours: M-F, 8 AM - 7 PM ET

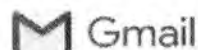
Your TrueAccord account number is: [REDACTED] 2328

[Click here for more information about your balance](#)

[Unsubscribe](#) [Dispute this debt](#) [Privacy Policy](#)

[Log in to your account](#)

EXHIBIT B



Scott &lt;[REDACTED]@gmail.com&gt;

---

**Scott, how can we help you?**

---

**Charlie Maxwell** <charlie@hello.trueaccord.com>  
Reply-To: support@hello.trueaccord.com  
To: Scott Madlinger <[REDACTED]@gmail.com>

Wed, Nov 27, 2019 at 4:52 PM

Let's try again!

**This is an important message for Scott Madlinger. If you are not this person, please disregard and delete it.**  
Email not displaying correctly?  
[Skip to our message.](#)

We're sorry you didn't find what you were looking for when you visited us online.

Let's try again! We know we can solve this together, and we've added a few options for resolving your \$2,719.77 American Express balance that we think you'll like.

Just click on the link below to give us another chance. Alternatively, you can reply to this email.

[Try Again](#)

We are TrueAccord, a collection agency collecting on behalf of American Express on your American Express® card account ending in 1002.

Your outstanding balance: \$2719.77.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.



Copyright © 2019 TrueAccord

16011 College Blvd, Suite 130, Lenexa, KS 66219  
1-866-611-2731  
Office Hours: M-F, 8 AM - 7 PM ET

Your TrueAccord account number is: [REDACTED] 328

[Click here for more information about your balance](#)

[Unsubscribe](#) [Dispute this debt](#) [Privacy Policy](#)

[Log in to your account](#)

EXHIBIT C

TRUEACCORD  
303 2ND ST STE S750 SOUTH  
SAN FRANCISCO, CA 94107-2543

SCOTT MADLINGER





Nov 27, 2019  
Scott Madlinger

Dear Scott Madlinger,

We're TrueAccord, a collection agency working with American Express to resolve your outstanding balance of \$2,719.77. We understand having an outstanding balance can be overwhelming, which is why we offer flexible payment options that can be set up conveniently through our website.

It's important we begin working together to find a payment arrangement that works for you. Whether it's paying your balance in full, setting up an affordable payment plan or settling your balance for less than you owe, you're able to choose a solution that works for you.

You may begin resolving your balance online by visiting <https://www.trueaccord.com/app/pages/resolution> or by clicking through one of the emails you received from us.

If you have any questions, give us a call at 1-866-611-2731 or email us at [support@trueaccord.com](mailto:support@trueaccord.com). Our agents will be happy to assist you.

Sincerely,  
TrueAccord

We are TrueAccord, a collection agency collecting on behalf of American Express on your American Express® card account ending in 1002.

Your outstanding balance: \$2719.77.

Unless you notify this office within thirty days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such verification or judgment. Upon your written request within the thirty-day period after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.



EXHIBIT D



November 27, 2019

True Accord  
16011 College Blvd  
Suite 130  
Lenexa, KS 66219

Dear True Accord:

This letter is in response to your letter with account number [REDACTED] 2328.

I dispute this debt. Please validate.

Telephone calls and Emails are not convenient at any time or location. Do Not Call or Email.

Communication by U.S. postal mail only.

If there is an arbitration clause related to this debt, I elect private contractual arbitration to resolve any disputes.

Best Regards,  
Scott Madlinger

EXHIBIT E



December 3, 2019

Dear scott m:

The following is in response to your request for proof of delivery on your item with the tracking number:  
**9514 8066 2926 9332 1521 31.**

#### Item Details

<b>Status:</b>	Delivered, Front Desk/Reception/Mail Room
<b>Status Date / Time:</b>	December 3, 2019, 2:02 pm
<b>Location:</b>	LENEXA, KS 66219
<b>Postal Product:</b>	First-Class Mail®
<b>Extra Services:</b>	Certified Mail™
	Return Receipt Electronic

#### Shipment Details

<b>Weight:</b>	1.0oz
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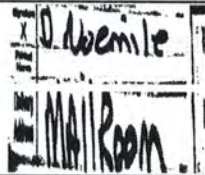
#### Destination Delivery Address

<b>Street Address:</b>	16011 COLLEGE BLVD STE 130
<b>City, State ZIP Code:</b>	LENEXA, KS 66219-9877

#### Recipient Signature

Signature of Recipient:

Address of Recipient:



Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004

EXHIBIT F



Scott <[REDACTED]@gmail.com>

Scott, you're ready to do this.

Charlie Maxwell <charlie@hello.trueaccord.com>  
Reply-To: support@hello.trueaccord.com  
To: Scott Madlinger <[REDACTED]@gmail.com>

Sun, Dec 1, 2019 at 6:07 PM

Let's try again.

This is an important message for Scott Madlinger. If you are not this person, please disregard and delete it. Email not displaying correctly? Skip to our message.

Scott, please take another look at our website.

You didn't find what you were looking for last time you visited our website.

Guess what? We got better!

Click on the button and see what we have to offer. You can also reply to this email if you prefer.

OK, Let's Try Again

We are TrueAccord, a collection agency collecting on behalf of American Express on your American Express® card account ending in 1002.

Your outstanding balance: \$2719.77.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.



Copyright © 2019 TrueAccord

16011 College Blvd, Suite 130, Lenexa, KS 66219  
1-866-611-2731  
Office Hours: M-F, 8 AM - 7 PM ET

Your TrueAccord account number is: [REDACTED] 2328

[Click here for more information about your balance](#)

[Unsubscribe](#) [Dispute this debt](#) [Privacy Policy](#)

[Log in to your account](#)



Scott &lt;[REDACTED]@gmail.com&gt;

**Scott, get in touch.**

**Charlie Maxwell** <charlie@hello.trueaccord.com>  
Reply-To: support@hello.trueaccord.com  
To: Scott Madlinger <[REDACTED]@gmail.com>

Thu, Dec 5, 2019 at 6:31 PM

You can do this!

This is an important message  
for Scott Madlinger. If you are  
not this person, please  
disregard and delete it.  
Email not displaying correctly?  
Skip to our message.

You owe money to American Express. Your past due balance is \$2,719.77.

If you don't believe you are liable for this debt, reach out now. If this is your obligation, pay off your balance easily or apply for a payment plan.

Get In Touch.

We are TrueAccord, a collection agency collecting on behalf of American Express on your American Express® card account ending in 1002.

Your outstanding balance: \$2719.77.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.



Copyright © 2019 TrueAccord

16011 College Blvd, Suite 130, Lenexa, KS 66219

1-866-611-2731

Office Hours: M-F, 8 AM - 7 PM ET

Your TrueAccord account number is: [REDACTED] 2328

[Click here for more information about your balance](#)

[Unsubscribe](#) [Dispute this debt](#) [Privacy Policy](#)

[Log in to your account](#)



Scott &lt;[REDACTED]@gmail.com&gt;

**Scott, when works for you?**

**Charlie Maxwell** <charlie@hello.trueaccord.com>  
Reply-To: support@hello.trueaccord.com  
To: Scott Madlinger <[REDACTED]@gmail.com>

Thu, Dec 5, 2019 at 7:02 PM

Make your own schedule.

This is an important message  
for Scott Madlinger. If you are  
not this person, please  
disregard and delete it.  
Email not displaying correctly?  
Skip to our message.

**Set up a flexible payment arrangement with us**

Hi Scott,

Thanks for taking the time to view your payment plans.

Our customizable payment plans allow you to gradually pay back American Express at your own pace and on your own time.

[View Your Payment Plans](#)

We are TrueAccord, a collection agency collecting on behalf of American Express on your American Express® card account ending in 1002.

Your outstanding balance: \$2719.77.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.



Copyright © 2019 TrueAccord

16011 College Blvd, Suite 130, Lenexa, KS 66219

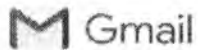
1-866-611-2731

Office Hours: M-F, 8 AM - 7 PM ET

Your TrueAccord account number is: [REDACTED] 2328

[Click here for more information about your balance](#)[Unsubscribe](#) [Dispute this debt](#) [Privacy Policy](#)[Log in to your account](#)





Scott &lt;[REDACTED]@gmail.com&gt;

**Scott, One Option to Control Your Cashflow**

Charlie Maxwell <charlie@hello.trueaccord.com>  
Reply-To: support@hello.trueaccord.com  
To: Scott Madlinger <[REDACTED]@gmail.com>

Tue, Dec 10, 2019 at 6:31 PM

Manage your cashflow.

This is an important message  
for Scott Madlinger. If you are  
not this person, please  
disregard and delete it.  
Email not displaying correctly?  
Skip to our message.

It can be tough to manage your cash flow when money is tight or when you're juggling many obligations.

Dear Scott Madlinger,

One way to handle these difficult situations is to spread out your financial responsibilities over a longer period of time, and to set aside money in advance for these planned payments.

At TrueAccord, we offer convenient payment plans that allow you to split up your repayment on a schedule that works for you.

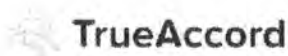
This will make it easier to pay off your balance to American Express.

Set Up A Payment Plan

We are TrueAccord, a collection agency collecting on behalf of American Express on your American Express® card account ending in 1002.

Your outstanding balance: \$2719.77.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.



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16011 College Blvd, Suite 130, Lenexa, KS 66219

1-866-611-2731

Office Hours: M-F, 8 AM - 7 PM ET

Your TrueAccord account number is: [REDACTED] 2328

[Click here for more information about your balance](#)



2/10/2020

Gmail - Scott, One Option to Control Your Cashflow

Case 3:20-cv-17281-FLW-ZNQ Document 1 Filed 11/26/20 Page 33 of 38 PageID: 33

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Scott <[REDACTED]@gmail.com>

## Yoohoo! (from TrueAccord)

Charlie Maxwell <charlie@email.trueaccord.com>  
Reply-To: support@email.trueaccord.com  
To: Scott Madlinger <[REDACTED]@gmail.com>

Fri, Dec 13, 2019 at 7:15 PM

Knock, knock.

This is an important message for Scott Madlinger. If you are not this person, please disregard and delete it.  
Email not displaying correctly? Skip to our message.

Are you there?

We don't want to scare you. We want to offer helpful options.

- Personalized Payment Plan: Don't break the bank. Pay off your balance in increments, work within your budget.
- Settlement: Settle your balance for less than you owe.
- Partial Payment: Prove you're ready to start paying your account again. This won't clear your balance, but it shows you're trying.

[See options](#)

Please click [here](#) or contact us by to accept this offer. We are not obligated to renew this offer. You should understand and consider the terms of any settlement before agreeing to it.

We are TrueAccord, a collection agency collecting on behalf of American Express on your American Express® card account ending in 1002.

Your outstanding balance: \$2719.77.

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2/10/2020

Gmail - Yoohoo! (from TrueAccord)

Case 3:20-cv-17281-FLW-ZNQ Document 1 Filed 11/26/20 Page 35 of 38 PageID: 35

Your TrueAccord account number is: [REDACTED] 2328

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Scott &lt;[REDACTED]@gmail.com&gt;

---

**Scott, pay this at your own pace.**

Charlie Maxwell <charlie@hello.trueaccord.com>  
Reply-To: support@hello.trueaccord.com  
To: Scott Madlinger <[REDACTED]@gmail.com>

Tue, Dec 17, 2019 at 3:55 PM

It's all up to you!

This is an important message  
for Scott Madlinger. If you are  
not this person, please  
disregard and delete it.  
Email not displaying correctly?  
Skip to our message.

Pick an option that works for you.

Paying a \$2,719.77 balance in full is not an easy solution for everyone. (If you disagree with that, you can pay your American Express balance here.)

That's why at TrueAccord we offer **payment options that work for your budget.**

Click below to view a few of our most popular options.

That sounds good

Account Number:  
[REDACTED] 2328

Manage your balance with a TrueAccord account. Just click your account number to the left.

We are TrueAccord, a collection agency collecting on behalf of American Express on your American Express® card account ending in 1002.

Your outstanding balance: \$2719.77.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.



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Your TrueAccord account number is: [REDACTED] 2328

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[Log in to your account](#)



Scott &lt;[REDACTED]@gmail.com&gt;

**Scott, we understand.**

Charlie Maxwell <charlie@trueaccord.com>  
Reply-To: support@trueaccord.com  
To: Scott Madlinger <[REDACTED]@gmail.com>

Sat, Dec 21, 2019 at 4:37 PM

We're offering solutions.

This is an important message  
for Scott Madlinger. If you are  
not this person, please  
disregard and delete it.  
Email not displaying correctly?  
Skip to our message.

We understand how stressful it can be to pay an outstanding balance all at once.

But you don't have to.

You have customizable payment plans available.

[View Your Options](#)

We are TrueAccord, a collection agency collecting on behalf of American Express on your American Express® card account ending in 1002.

Your outstanding balance: \$2719.77.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.



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Office Hours: M-F, 8 AM - 7 PM ET

Your TrueAccord account number is: [REDACTED] 2328

[Click here for more information about your balance](#)

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[Log in to your account](#)